

# Exhibit 2

1 The Honorable Ronald B. Leighton  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

9 ADRIENNE BENSON and MARY  
10 SIMONSON, individually and on behalf of all  
11 others similarly situated,

Plaintiffs,

12 v.

13 DOUBLE DOWN INTERACTIVE, LLC, a  
14 Washington limited liability company, and  
15 INTERNATIONAL GAME TECHNOLOGY, a  
16 Nevada corporation,

Defendants.

No. 18-cv-00525-RBL

DEFENDANT DOUBLE DOWN  
INTERACTIVE, LLC'S  
OBJECTIONS AND RESPONSES  
TO PLAINTIFFS' FIRST SET OF  
REQUESTS FOR PRODUCTION

17 Defendant Double Down Interactive, LLC ("Double Down") responds and objects to  
18 Plaintiffs' First Requests for Production (the "Request") as follows:

**OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

20 Double Down objects to the "Definitions" and "General Instructions" portions of the  
21 Requests. Double Down reserves the right to supplement, amend, or qualify its objections.

**Definitions**

23 1. **Definition of "Addiction Phrases."** Double Down objects to this definition as  
24 overbroad and misleading to the extent it suggests the issue of addiction is relevant to the claims  
25 and/or that the terms it encompasses relate to addiction.

26 2. **Definition of "Gambler" or "Gamblers."** Double Down objects to this  
27 definition as argumentative, misleading, vague, and ambiguous. Users of Double Down's social  
DOUBLE DOWN'S OBJECTIONS AND RESPONSES TO  
PLAINTIFFS' FIRST SET OF RFPS

1 games do not gamble anything, as they are well aware that the games never award monetary  
2 winnings or real-world prizes and that they cannot “cash out” their virtual chips.

3       **3. Definitions of “Describe” and “Identify.”** Double Down objects to these  
4 definitions to the extent they purport to transform any request for production of documents into  
5 an interrogatory, which the rules do not permit.

6       **4. Definition of “Social Casino.”** Double Down objects to this definition as  
7 overbroad and disproportionate to the needs of the case because it incorporates games not  
8 referenced in the Amended Complaint and not at issue in this action. Double Down will produce  
9 responsive documents only with respect to the game named in the Amended Complaint:  
10 DoubleDown Casino.

11       **5. Definition of “Guest” and “Guest Profiles.”** Double Down objects to this  
12 definition as incorrectly identifying Double Down’s users. Double Down does not have  
13 “guests,” but rather it has users or players who play its games.

14       **6. Definition of “Life Events Phrases.”** Double Down objects to this definition as  
15 misleading and mischaracterizing of the words or phrases contained therein. Double Down will  
16 respond as to the words or phrases contained in Plaintiffs’ definition.

17       **7. Definition of “You” or “Your.”** Double Down objects to this definition as  
18 overbroad and disproportionate to the needs of the case to the extent it includes Double Down’s  
19 “present and former subsidiaries” and “present and former related companies.” The definition  
20 also expressly includes Double Down’s “present and former” attorneys, failing to recognize the  
21 existence of the attorney-client privilege and work-product doctrine. Double Down will not  
22 respond to Plaintiffs’ requests on behalf of any other corporation or legal entity or search for  
23 documents outside of its obligations under Federal Rules of Civil Procedure and other applicable  
24 rules, nor will it produce documents protected by the attorney-client privilege, work-product  
25 doctrine, or any other privilege or protection.

26       **8. Definitions of “Logic,” “Code,” and similar terms.** Double Down objects to  
27 Plaintiffs’ requests for “Logic,” “Code,” and similar terms to the extent they seek confidential,

1 proprietary, or commercially sensitive business information without the protection of an  
2 appropriate protective order. Double Down will produce responsive documents only after the  
3 parties agree on a mutually acceptable protective order.

4       9.     **Definition of “Research.”** Double Down objects this definition as vague,  
5 ambiguous, and improperly indefinite in violation of Rule 34(b)(1)(A). Double Down will  
6 construe this term as referring to written reports containing analysis, as opposed to data printouts  
7 or reports that do not contain written analysis.

8       10.    **Definition of “Time on Device.”** Double Down objects this definition as  
9 ambiguous. Double Down will construe this term to refer to time a user spends using the  
10 DoubleDown Casino app.

11       11.    **Definition of “Relevant Time Period.”** Double Down objects that this definition  
12 encompasses a four-year statute of limitations, rather than the applicable statute of limitations.  
13 Double Down reserves all rights.

14       12.    **Definition of “VIP Host.”** Double Down objects to the term “VIP Hosts,” as it is  
15 misleading and mischaracterizes the job of a customer service agent. Double Down does not  
16 have “VIP Hosts.”

17       13.    **Definition of “VIP Loyalty Program.”** Double Down objects that this definition  
18 is misleading and mischaracterizing as Double Down’s loyalty programs are available to *all*  
19 players.

20       14.    **Definition of “VIP Tier.”** Double Down objects that this definition is misleading  
21 and mischaracterizing as Double Down’s loyalty program contains levels for *all* users.

22       **General Instructions**

23       1.     Double Down objects to Plaintiffs’ General Instructions to the extent they purport  
24 to create obligations beyond those contained in the Federal Rules of Civil Procedure and Local  
25 Rules for the Western District of Washington. Double Down will respond and produce  
26 documents consistent with its obligations under the foregoing rules.

27       2.     Double Down objects to Plaintiffs’ request for documents to be produced in

1 “native” format with “all relevant Metadata,” as defined, because Plaintiffs’ request for natives  
2 and all metadata is overly broad, unduly burdensome, and disproportionate to the needs of the  
3 case. Double Down will produce responsive documents in an appropriate format only after the  
4 parties agree on a mutually acceptable protective order and electronically stored information  
5 protocol.

6 **REQUESTS FOR PRODUCTION**

7 **REQUEST FOR PRODUCTION NO. 1**

8 All Documents that You used, referenced, or relied upon in drafting Your responses to  
9 Plaintiffs’ First Set of Requests for Production of Documents.

10 **RESPONSE:** Double Down objects to this request as overbroad to the extent it seeks  
11 documents or information not otherwise responsive to Plaintiffs’ other document requests and  
12 relevant to the claims or defenses in this action. Double Down also objects to this request to the  
13 extent it seeks documents or information protected by the attorney-client privilege, work-product  
14 doctrine, or any other privilege or protection. Double Down will produce documents responsive  
15 to each request. Subject to the foregoing objections, Double Down will not produce documents  
16 specific to this request.

17  
18 **REQUEST FOR PRODUCTION NO. 2**

19 All of Your Communications with Plaintiffs.

20 **RESPONSE:** Double Down objects that this request is a premature search of ESI prior  
21 to the parties entering into an ESI agreement. Double Down objects because it cannot  
22 necessarily identify Plaintiffs user accounts and be certain which accounts belong to Plaintiffs, as  
23 Plaintiffs may have multiple accounts. Subject to the foregoing objection and its objections to  
24 Plaintiffs’ Definitions and Instructions, after Plaintiffs identify all user accounts and email  
25 addresses belonging to them, Double Down will consider search terms related to this request as  
26 part of a search conducted pursuant to an ESI agreement proportional to the needs of the case

1 and limited to non-privileged responsive documents regarding DoubleDown Casino from April  
2 9, 2014 to the present.

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4 **REQUEST FOR PRODUCTION NO. 3**

5 All Documents Related To Plaintiffs' Guest Profiles, Including Documents sufficient to  
6 Identify Plaintiffs' UserIDs.

7 **SPECIFIC INSTRUCTIONS FOR RFP NO. 3**

8 Plaintiffs request a meet and confer at a date and time of your convenience, but within  
9 fourteen (14) days of your receipt of these RFPs, to discuss the database format in which  
10 documents responsive to RFP No. 4 are regularly kept and most reasonably produced.

11 **RESPONSE:** Double Down objects to any deadline that Plaintiffs set unilaterally  
12 shortening the time permitted to respond under the local rules and in accordance with the parties'  
13 stipulations. Double Down also objects to the request because the term "All Documents Related  
14 To," as defined and applied here, is overly broad, unduly burdensome, and disproportionate to  
15 the needs of the case. Double Down objects because it cannot necessarily identify Plaintiffs'  
16 user accounts and be certain which accounts belong to Plaintiffs, as Plaintiffs may have multiple  
17 accounts. Double Down objects to the term "Guest Profile" as Double Down does not have  
18 "guests," rather it has users who play its game, given this, Double Down will answer assuming  
19 that the request is asking about user's profiles. Subject to the foregoing objections and its  
20 objections to Plaintiffs' Definitions and Instructions, after Plaintiffs identify all user accounts  
21 and email addresses belonging to them, Double Down responds that it will search for and  
22 produce Plaintiffs' user profiles.

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1                   **REQUEST FOR PRODUCTION NO. 4**

2                   Documents sufficient to Identify the Purchase Information associated with each Chip  
3 Purchase made in the United States of America during the Relevant Time Period.

4                   **RESPONSE:** Double Down objects to this request as overbroad, not proportional, and  
5 premature to the extent it seeks documents related to purchase information for a class that has not  
6 been certified and for information irrelevant to Plaintiffs' attempt to certify a class. Double  
7 Down also objects to Plaintiffs' definition of "relevant time period" as exceeding any possible  
8 statute of limitations; and, while Double Down does not agree that Plaintiffs' claims are subject  
9 to a four-year statute of limitations because that is the outside arguable period for which  
10 discovery is proper, nonetheless, it will respond as to the time period four years prior to the filing  
11 of the Complaint. Double Down objects to this definition as overbroad, unduly burdensome, and  
12 disproportionate to the needs of the case because it incorporates games not referenced in the  
13 Amended Complaint and not at issue in this action and requests significant data that is  
14 disproportionate to the needs of the case, especially prior to any class being certified. Double  
15 Down will produce responsive documents only with respect to the game named in the Amended  
16 Complaint: DoubleDown Casino. Double Down objects because it cannot necessarily identify  
17 Plaintiffs' user accounts and be certain which accounts belong to Plaintiffs, as Plaintiffs may  
18 have multiple accounts. Subject to the foregoing objections and its objections to Plaintiffs'  
19 Definitions and Instructions, Double Down responds that, after Plaintiffs identify all user  
20 accounts and email addresses belonging to them, it will search for and produce non-privileged  
21 responsive documents sufficient to show Plaintiffs' Purchase Information associated with each  
22 Chip Purchase made by them for DoubleDown Casino from April 9, 2014 to the present.

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24                   **REQUEST FOR PRODUCTION NO. 5**

25                   Documents sufficient to Identify Your total annual revenue from Chip Purchases in the  
26 United States for each calendar year during the Relevant Time Period, broken down by each  
27 Social Casino.

1           **RESPONSE:** Double Down objects to this request as overbroad, not proportional, and  
 2 premature to the extent it seeks documents related to purchase information for a class that has not  
 3 been certified and for information irrelevant to Plaintiffs' attempt to certify a class. Double  
 4 Down also objects to Plaintiffs' definition of "relevant time period" as exceeding any possible  
 5 statute of limitations; and, while Double Down does not agree that Plaintiffs' claims are subject  
 6 to a four-year statute of limitations because that is the outside arguable period for which  
 7 discovery is proper, nonetheless, it will respond as to the time period four years prior to the filing  
 8 of the Complaint. Double Down objects to this definition as overbroad and disproportionate to  
 9 the needs of the case because it incorporates games not referenced in the Amended Complaint  
 10 and not at issue in this action. Double Down will produce responsive documents only with  
 11 respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down  
 12 objects because it cannot necessarily identify Plaintiffs' user accounts and be certain which  
 13 accounts belong to Plaintiffs, as Plaintiffs may have multiple accounts. Subject to the foregoing  
 14 objections and its objections to Plaintiffs' Definitions and Instructions, Double Down responds  
 15 that, after Plaintiffs identify all user accounts and email addresses belonging to them, it will  
 16 search for and produce non-privileged responsive documents sufficient to show revenue received  
 17 from Plaintiffs' Chip Purchases for DoubleDown Casino from April 9, 2014 to the present.

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19           **REQUEST FOR PRODUCTION NO. 6**

20           All Versions of each Social Casino's Terms of Use during the Relevant Time Period.

21           **RESPONSE:** Double Down objects to this request to the extent it requests documents  
 22 protected by the attorney-client privilege, work-product doctrine, or any other privilege or  
 23 protection. Double Down further objects on the grounds that Plaintiffs have equal access to all  
 24 relevant versions of the terms of use for DoubleDown Casino, which were submitted as exhibits  
 25 to Double Down's motion to compel arbitration. Double Down also objects to Plaintiffs'  
 26 definition of "relevant time period" as exceeding any possible statute of limitations; and, while  
 27 Double Down does not agree that Plaintiffs' claims are subject to a four-year statute of

1 limitations because that is the outside arguable period for which discovery is proper, nonetheless,  
2 it will respond as to the time period four years prior to the filing of the Complaint. Double Down  
3 objects to this definition as overbroad and disproportionate to the needs of the case because it  
4 incorporates games not referenced in the Amended Complaint and not at issue in this action.  
5 Double Down will produce responsive documents only with respect to the game named in the  
6 Amended Complaint: DoubleDown Casino. Subject to the foregoing objections and its  
7 objections to Plaintiffs' Definitions and Instructions, Double Down responds that it will search  
8 for and produce any available Terms of Use for DoubleDown Casino from April 9, 2014 to the  
9 present.

10

11 **REQUEST FOR PRODUCTION NO. 7**

12 All Research Related To how Time on Device affects Your revenue.

13 **RESPONSE:** Double Down objects this definition as vague, ambiguous, and improperly  
14 indefinite in violation of Rule 34(b)(1)(A). Double Down will construe this term as referring to  
15 written reports containing analysis, as opposed to data printouts or reports that do not contain  
16 written analysis. Double Down objects that the term "All Research" is disproportionate to the  
17 needs of the case. Double Down also objects to Plaintiffs' definition of "relevant time period" as  
18 exceeding any possible statute of limitations; and, while Double Down does not agree that  
19 Plaintiffs' claims are subject to a four-year statute of limitations because that is the outside  
20 arguable period for which discovery is proper, nonetheless, it will respond as to the time period  
21 four years prior to the filing of the Complaint. Double Down objects that this request is a  
22 premature and overbroad search of ESI prior to the parties entering into an ESI agreement.

23 Subject to the foregoing objection and its objections to Plaintiffs' Definitions and Instructions,  
24 Double Down responds that it does not believe it is in possession of any responsive documents.  
25 Nonetheless, Double Down will consider search terms related to this request as part of a search  
26 conducted pursuant to an ESI agreement proportional to the needs of the case and limited to non-  
27

1 privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to the  
2 present.

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4 **REQUEST FOR PRODUCTION NO. 8**

5 All Research Related To how the number of Gamblers affects Your revenue.

6 **RESPONSE:** Double Down objects this definition as vague, ambiguous, and improperly  
7 indefinite in violation of Rule 34(b)(1)(A). Double Down will construe this term as referring to  
8 written reports containing analysis, as opposed to data printouts or reports that do not contain  
9 written analysis. Double Down objects that the term "All Research" is disproportionate to the  
10 needs of the case. Double Down objects to the term "Gamblers" and will assume that it is meant  
11 to be people who play DoubleDown Casino. Double Down also objects to Plaintiffs' definition  
12 of "relevant time period" as exceeding any possible statute of limitations; and, while Double  
13 Down does not agree that Plaintiffs' claims are subject to a four-year statute of limitations  
14 because that is the outside arguable period for which discovery is proper, nonetheless, it will  
15 respond as to the time period four years prior to the filing of the Complaint. Subject to the  
16 foregoing objection and its objections to Plaintiffs' Definitions and Instructions, Double Down  
17 responds that it does not believe it is in possession of any responsive documents. Double Down  
18 objects that this request is a premature and overbroad search of ESI prior to the parties entering  
19 into an ESI agreement. Nonetheless, Double Down will consider search terms related to this  
20 request as part of a search conducted pursuant to an ESI agreement proportional to the needs of  
21 the case and limited to non-privileged responsive documents from April 9, 2014 to the present.

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23 **REQUEST FOR PRODUCTION NO. 9**

24 All contracts Related To Social Casinos between You and third-party platform providers  
25 that Support each Social Casino, Including Facebook, Apple, and Google.

26 **RESPONSE:** Double Down objects to this request because the term "All contracts  
27 Related To," as defined and applied here, is overly broad, unduly burdensome, and

1 disproportionate to the needs of the case. Double Down also objects to Plaintiffs' definition of  
 2 "relevant time period" as exceeding any possible statute of limitations; and, while Double Down  
 3 does not agree that Plaintiffs' claims are subject to a four-year statute of limitations because that  
 4 is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the  
 5 time period four years prior to the filing of the Complaint. Double Down objects to this  
 6 definition as overbroad and disproportionate to the needs of the case because it incorporates  
 7 games not referenced in the Amended Complaint and not at issue in this action. Double Down  
 8 will produce responsive documents only with respect to the game named in the Amended  
 9 Complaint: DoubleDown Casino. Subject to the foregoing objection and its objections to  
 10 Plaintiffs' Definitions and Instructions, Double Down responds that it will search for and  
 11 produce non-privileged responsive documents regarding DoubleDown Casino from April 9,  
 12 2014 to the present.

13

14 **REQUEST FOR PRODUCTION NO. 10**

15 All Communications Related To Social Casinos between You and third-party platform  
 16 providers that Support Social Casinos, Including Facebook, Apple, and Google.

17 **RESPONSE:** Double Down objects to this request because the term "All  
 18 Communications Related To," as defined and applied here, is overly broad, unduly burdensome,  
 19 and disproportionate to the needs of the case. Double Down also objects to Plaintiffs' definition  
 20 of "relevant time period" as exceeding any possible statute of limitations; and, while Double  
 21 Down does not agree that Plaintiffs' claims are subject to a four-year statute of limitations  
 22 because that is the outside arguable period for which discovery is proper, nonetheless, it will  
 23 respond as to the time period four years prior to the filing of the Complaint. Double Down  
 24 objects to this definition as overbroad, unduly burdensome, and disproportionate to the needs of  
 25 the case because it incorporates games not referenced in the Amended Complaint and not at issue  
 26 in this action. Double Down will produce responsive documents only with respect to the game  
 27 named in the Amended Complaint: DoubleDown Casino. Double Down objects that this request

DOUBLE DOWN'S OBJECTIONS AND RESPONSES TO  
 PLAINTIFFS' FIRST SET OF RFPS  
 (18-cv-00525-RBL) - 10

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1 is a premature and overbroad search of ESI prior to the parties entering into an ESI agreement.  
2 Subject to the foregoing objection and its objections to Plaintiffs' Definitions and Instructions,  
3 Double Down responds that it will consider search terms related to this request as part of a  
4 search conducted pursuant to an ESI agreement proportional to the needs of the case and limited  
5 to non-privileged responsive documents regarding DoubleDown Casino from April 9, 2014 to  
6 the present.

7

8 **REQUEST FOR PRODUCTION NO. 11**

9 Documents sufficient to Identify all third-parties that helped create, sold to You, or  
10 licensed to You Social Casino Logic.

11 **RESPONSE:** Double Down also objects to Plaintiffs' definition of "relevant time  
12 period" as exceeding any possible statute of limitations; and, while Double Down does not agree  
13 that Plaintiffs' claims are subject to a four-year statute of limitations because that is the outside  
14 arguable period for which discovery is proper, nonetheless, it will respond as to the time period  
15 four years prior to the filing of the Complaint. Double Down objects to this definition as  
16 overbroad and disproportionate to the needs of the case because it incorporates games not  
17 referenced in the Amended Complaint and not at issue in this action. Double Down will produce  
18 responsive documents only with respect to the game named in the Amended Complaint:  
19 DoubleDown Casino. Subject to the foregoing objection and its objections to Plaintiffs'  
20 Definitions and Instructions, Double Down responds that it will search for and produce non-  
21 privileged responsive documents for DoubleDown Casino from April 9, 2014 to the present.

22

23 **REQUEST FOR PRODUCTION NO. 12**

24 All written Research that You conducted, or that a third party conducted for You, Related  
25 To Social Casinos that includes any Addiction Phrases.

26 **RESPONSE:** Double Down objects to this request as irrelevant to any parties' claim or  
27 defense and disproportionate to the needs of the case. Double Down objects to the term

1 “Research” as vague, ambiguous, and improperly indefinite in violation of Rule 34(b)(1)(A).  
 2 Double Down will construe this term as referring to written reports containing analysis, as  
 3 opposed to data printouts or reports that do not contain written analysis. Double Down also  
 4 objects to Plaintiffs’ definition of “relevant time period” as exceeding any possible statute of  
 5 limitations; and, while Double Down does not agree that Plaintiffs’ claims are subject to a four-  
 6 year statute of limitations because that is the outside arguable period for which discovery is  
 7 proper, nonetheless, it will respond as to the time period four years prior to the filing of the  
 8 Complaint. Double Down objects to this definition as overbroad and disproportionate to the  
 9 needs of the case because it incorporates games not referenced in the Amended Complaint and  
 10 not at issue in this action. Double Down will produce responsive documents only with respect to  
 11 the game named in the Amended Complaint: DoubleDown Casino. Double Down objects to the  
 12 term “Addiction Phrases” as overbroad and misleading to the extent it suggests the issue of  
 13 addiction is relevant to the claims and/or that the terms it encompasses relate to addiction.  
 14 Double Down objects that this request is a premature and overbroad search of ESI prior to the  
 15 parties entering into an ESI agreement. Subject to the foregoing objection and its objections to  
 16 Plaintiffs’ Definitions and Instructions, Double Down responds that it does not believe it is in  
 17 possession of any responsive documents. Nonetheless, Double Down will consider search terms  
 18 related to this request as part of a search conducted pursuant to an ESI agreement proportional to  
 19 the needs of the case and limited to non-privileged responsive documents regarding  
 20 DoubleDown Casino from April 9, 2014 to the present.

21

22 **REQUEST FOR PRODUCTION NO. 13**

23 Documents sufficient to Identify all Logic used to determine Chip Package Pricing, Slot  
 24 Machine Speed, or Hit Frequency.

25 **RESPONSE:** Double Down also objects to Plaintiffs’ definition of “relevant time  
 26 period” as exceeding any possible statute of limitations; and, while Double Down does not agree  
 27 that Plaintiffs’ claims are subject to a four-year statute of limitations because that is the outside

1 arguable period for which discovery is proper, nonetheless, it will respond as to the time period  
 2 four years prior to the filing of the Complaint. Double Down objects to this definition as  
 3 overbroad and disproportionate to the needs of the case because it incorporates games not  
 4 referenced in the Amended Complaint and not at issue in this action. Double Down will produce  
 5 responsive documents only with respect to the game named in the Amended Complaint:  
 6 DoubleDown Casino. Double Down objects that this request is a premature and overbroad  
 7 search of ESI prior to the parties entering into an ESI agreement. Subject to the foregoing  
 8 objection and its objections to Plaintiffs' Definitions and Instructions, Double Down responds  
 9 that it does not believe it is in possession of any responsive documents. Nonetheless, Double  
 10 Down will consider search terms related to this request as part of a search conducted pursuant to  
 11 an ESI agreement proportional to the needs of the case and limited to non-privileged responsive  
 12 documents regarding DoubleDown Casino from April 9, 2014 to the present.

13

14 **REQUEST FOR PRODUCTION NO. 14**

15 All Communications and all Documents that include any Life Event Phrases and were  
 16 sent, received, or authored by the following custodians: Joe Sigrist, Meg Murphree, Alex  
 17 Entriakin, Robert Adams, Jude Cooper, Lauren Detjen, Kyle Labarry, Julie Frederick, Shelby  
 18 Nakamoto, and Tara Tegtmeyer.

19 **RESPONSE:** Double Down objects to this request as irrelevant to any parties' claim or  
 20 defense and disproportionate to the needs of the case. Double Down also objects to this request  
 21 because the phrase "All Communications and all Documents," as defined and applied here, is  
 22 overly broad, unduly burdensome, and disproportionate to the needs of the case. Double Down  
 23 also objects to Plaintiffs' definition of "relevant time period" as exceeding any possible statute of  
 24 limitations; and, while Double Down does not agree that Plaintiffs' claims are subject to a four-  
 25 year statute of limitations because that is the outside arguable period for which discovery is  
 26 proper, nonetheless, it will respond as to the time period four years prior to the filing of the  
 27 Complaint. Double Down objects to this definition as overbroad and disproportionate to the

1 needs of the case because it incorporates games not referenced in the Amended Complaint and  
 2 not at issue in this action. Double Down will produce responsive documents only with respect to  
 3 the game named in the Amended Complaint: DoubleDown Casino. Double Down objects that  
 4 this request is a premature and overbroad search of ESI prior to the parties entering into an ESI  
 5 agreement. Double Down objects to the term “Life Events Phrases” as misleading and  
 6 mischaracterizing of the words or phrases contained therein. Double Down will respond as to  
 7 the words or phrases contained in Plaintiffs’ definition. Subject to the foregoing objection and  
 8 its objections to Plaintiffs’ Definitions and Instructions, Double Down responds that it does not  
 9 believe it is in possession of any responsive documents. Nonetheless, Double Down will  
 10 consider search terms related to this request as part of a search conducted pursuant to an ESI  
 11 agreement proportional to the needs of the case and limited to non-privileged responsive  
 12 documents regarding DoubleDown Casino from April 9, 2014 to the present.

13

14 **REQUEST FOR PRODUCTION NO. 15**

15 Documents sufficient to Identify all of Your policies Related To when a Guest requests to  
 16 have their Social Casino account and/or credit card information Disabled.

17 **RESPONSE:** Double Down objects to this request as irrelevant to any parties’ claim or  
 18 defense and disproportionate to the needs of the case. Double Down objects to this definition as  
 19 overbroad and disproportionate to the needs of the case because it incorporates games not  
 20 referenced in the Amended Complaint and not at issue in this action. Double Down will produce  
 21 responsive documents only with respect to the game named in the Amended Complaint:  
 22 DoubleDown Casino. Double Down objects that it does not have credit card information.  
 23 Double Down objects to the term “Guests” as Double Down does not have “guests,” rather it has  
 24 people who play its game. Subject to the foregoing objection and its objections to Plaintiffs’  
 25 Definitions and Instructions, Double Down responds that it will search for and produce policies  
 26 related to when a player requests to have their DoubleDown Casino account disabled, to the  
 27 extent any exist.

1

2 **REQUEST FOR PRODUCTION NO. 16**

3 Documents sufficient to Identify all of Your policies Related To when a Guest uses an  
4 Addiction Phrase or Life Event Phrase in a Communication with You.

5 **RESPONSE:** Double Down objects to this request as irrelevant to any parties' claim or  
6 defense and disproportionate to the needs of the case. Double Down objects that this request is a  
7 premature search of ESI prior to the parties entering into an ESI agreement. Double Down  
8 objects to the term "Guests" as Double Down does not have "guests," rather it has people who  
9 play its game. Double Down objects to the term "Life Event Phrases" misleading and  
10 mischaracterizing of the words or phrases contained therein. Double Down will respond as to  
11 the words or phrases contained in Plaintiffs' definition. Subject to the foregoing objection and  
12 its objections to Plaintiffs' Definitions and Instructions, Double Down will consider search terms  
13 related to this request as part of a search conducted pursuant to an ESI agreement proportional to  
14 the needs of the case and limited to non-privileged responsive documents regarding  
15 DoubleDown Casino from April 9, 2014 to the present.

16

17 **REQUEST FOR PRODUCTION NO. 17**

18 Documents sufficient to Identify the criteria for all Code-Based instances when Gamblers  
19 receive Free Chips, Including the number of Free Chips received and any relationship between  
20 that figure and the Gambler's recent Chip Purchases, VIP Tier, and/or recent in-game  
21 performance.

22 **RESPONSE:** Double Down objects to this request as vague to the extent it fails to  
23 define or explain "recent in-game performance." Double Down also objects to this request as  
24 irrelevant to any parties' claim or defense and disproportionate to the needs of the case. Double  
25 Down objects to the term "Gamblers" and will assume that it is meant to be people who play  
26 DoubleDown Casino. The Amended Complaint contains no allegations related to "VIP Tiers."  
27 Double Down objects to this definition as overbroad and disproportionate to the needs of the

1 case because it incorporates games not referenced in the Amended Complaint and not at issue in  
 2 this action. Double Down further objects that this terms is misleading and mischaracterizing as  
 3 Double Down's loyalty program contains levels for *all* users. Double Down will produce  
 4 responsive documents only with respect to the game named in the Amended Complaint:  
 5 DoubleDown Casino. Double Down also objects to the extent that the searching for all such  
 6 documents to 2014 is burdensome and not proportional to the needs of the case. Double Down  
 7 objects that this request is a premature and overbroad search of ESI prior to the parties entering  
 8 into an ESI agreement. Subject to the foregoing objections and its objections to Plaintiffs'  
 9 Definitions and Instructions, Double Down responds that it will consider search terms related to  
 10 this request as part of a search conducted pursuant to an ESI agreement proportional to the needs  
 11 of the case and limited to non-privileged responsive documents regarding DoubleDown Casino  
 12 from April 9, 2014 to the present.

13

14 **REQUEST FOR PRODUCTION NO. 18**

15 Documents sufficient to Identify the ratio, in each of calendar years 2015, 2016, 2017,  
 16 2018, and 2019 of (a) the number of Free Chips provided by You to (b) the number of virtual  
 17 chips acquired through Chip Purchases, broken down by each VIP Tier.

18 **RESPONSE:** Double Down objects to this request as irrelevant to any parties' claim or  
 19 defense and disproportionate to the needs of the case. The Amended Complaint contains no  
 20 allegations related to "VIP Tiers." Double Down also objects to Plaintiffs' definition of  
 21 "relevant time period" as exceeding any possible statute of limitations; and, while Double Down  
 22 does not agree that Plaintiffs' claims are subject to a four-year statute of limitations because that  
 23 is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the  
 24 time period four years prior to the filing of the Complaint. Double Down objects to this  
 25 definition as overbroad and disproportionate to the needs of the case because it incorporates  
 26 games not referenced in the Amended Complaint and not at issue in this action. Double Down  
 27 further objects that this term is misleading and mischaracterizing as Double Down's loyalty

1 program contains levels for *all* users. Double Down will produce responsive documents only  
 2 with respect to the game named in the Amended Complaint: DoubleDown Casino. Double  
 3 Down objects because it cannot necessarily identify Plaintiffs user accounts and be certain which  
 4 accounts belong to Plaintiffs, as Plaintiffs may have multiple accounts. Subject to the foregoing  
 5 objection and its objections to Plaintiffs' Definitions and Instructions, Double Down responds  
 6 that, after Plaintiffs identify all user accounts and email addresses belonging to them, it will  
 7 search for and produce non-privileged responsive documents regarding DoubleDown Casino  
 8 sufficient to show this information as to Plaintiffs Benson and Simonson from April 9, 2014 to  
 9 the present, to the extent it exists.

10

11 **REQUEST FOR PRODUCTION NO. 19**

12 Documents sufficient to Identify the average Life of the amount of chips equal to the  
 13 average Initial Chip Allotment during each of the following calendar years: 2015; 2016; 2017;  
 14 2018; and 2019.

15 **RESPONSE:** Double Down objects to this request as irrelevant to any parties' claim or  
 16 defense and disproportionate to the needs of the case. Double Down also objects to Plaintiffs'  
 17 definition of "relevant time period" as exceeding any possible statute of limitations; and, while  
 18 Double Down does not agree that Plaintiffs' claims are subject to a four-year statute of  
 19 limitations because that is the outside arguable period for which discovery is proper, nonetheless,  
 20 it will respond as to the time period four years prior to the filing of the Complaint. Double Down  
 21 objects because the definition of "the average Life of the amount of chips equal to the average  
 22 Initial Chip Allotment" is vague. The Amended Complaint contains no allegations related to  
 23 "VIP Tiers." Double Down objects to this definition as overbroad and disproportionate to the  
 24 needs of the case because it incorporates games not referenced in the Amended Complaint and  
 25 not at issue in this action. Double Down further objects that this term is misleading and  
 26 mischaracterizing as Double Down's loyalty program contains levels for *all* users. Double  
 27 Down objects that this request is a premature and overbroad search of ESI prior to the parties

1 entering into an ESI agreement. Double Down objects because it cannot necessarily identify  
2 Plaintiffs user accounts and be certain which accounts belong to Plaintiffs, as Plaintiffs may have  
3 multiple accounts. Subject to the foregoing and its objections to Plaintiffs' Definitions and  
4 Instructions, Double Down responds that it does not believe any such documents exist; however,  
5 after Plaintiffs identify all user accounts and email addresses belonging to them, it will consider  
6 search terms related to this request as part of a search conducted pursuant to an ESI agreement  
7 proportional to the needs of the case and limited to non-privileged responsive documents  
8 regarding DoubleDown Casino from April 9, 2014 to the present as to Plaintiffs Benson and  
9 Simonson.

10

11 **REQUEST FOR PRODUCTION NO. 20**

12 All Research conducted by You or third parties Related To Initial Chip Allotment.

13 **RESPONSE:** Double Down objects this definition as vague, ambiguous, and improperly  
14 indefinite in violation of Rule 34(b)(1)(A). Double Down will construe this term as referring to  
15 written reports containing analysis, as opposed to data printouts or reports that do not contain  
16 written analysis. Double Down objects that the term "All Research" is disproportionate to the  
17 needs of the case. Double Down objects that this request is a premature and overbroad search of  
18 ESI prior to the parties entering into an ESI agreement. Subject to the foregoing objection and  
19 its objections to Plaintiffs' Definitions and Instructions, Double Down responds that it does not  
20 believe any such documents exist; however, it will consider search terms related to this request  
21 as part of a search conducted pursuant to an ESI agreement proportional to the needs of the case  
22 and limited to non-privileged responsive documents regarding DoubleDown Casino from  
23 April 9, 2014 to the present.

24

25 **REQUEST FOR PRODUCTION NO. 21**

26 Documents sufficient to Identify the percentage of Your Guests who have ever made a  
27 Chip Purchase.

1       **RESPONSE:** Double Down objects to this definition as overbroad and disproportionate  
 2 to the needs of the case because it incorporates games not referenced in the Amended Complaint  
 3 and not at issue in this action. Double Down will produce responsive documents only with  
 4 respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down  
 5 objects that the relevance of this information, prior to a class being certified, is outweighed by  
 6 the burden of its production and not proportional to the needs of the cases. Double Down objects  
 7 to the term “Guests” as Double Down does not have “guests,” rather it has people who play its  
 8 game. Double Down objects that this request for production seeks information more efficiently  
 9 ascertained through an interrogatory. Double Down objects that this request is a premature and  
 10 overbroad search of ESI prior to the parties entering into an ESI agreement. Subject to the  
 11 foregoing objection and its objections to Plaintiffs’ Definitions and Instructions, Double Down  
 12 responds that it will consider search terms related to this request as part of a search conducted  
 13 pursuant to an ESI agreement proportional to the needs of the case and limited to non-privileged  
 14 responsive documents regarding DoubleDown Casino from April 9, 2014 to the present in  
 15 Washington State.

16

17       **REQUEST FOR PRODUCTION NO. 22**

18       All handbooks, presentations, training materials, policies, and other employment-related  
 19 materials You have ever provided to VIP Hosts.

20       **RESPONSE:** Double Down objects to this request as overbroad and disproportionate to  
 21 the needs of the case because it incorporates games not referenced in the Amended Complaint  
 22 and not at issue in this action. Double Down will produce responsive documents only with  
 23 respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down also  
 24 objects to this request as irrelevant to any parties’ claim or defense and disproportionate to the  
 25 needs of the case. The Amended Complaint contains no allegations related to “VIP Hosts.”  
 26 Double Down further objects to this request because the term “All,” as applied here, is overly  
 27 broad, unduly burdensome, and disproportionate to the needs of the case. Double Down objects

1 to the term “VIP Hosts,” as it is misleading and mischaracterizes the job of a customer service  
2 agent. Double Down objects that this request is irrelevant, overbroad, and disproportionate to  
3 Plaintiffs’ claims. Subject to the foregoing objections and its objections to Plaintiffs’ Definitions  
4 and Instructions, Double Down responds that, it will consider this request as to Double Down’s  
5 customer service representatives after Plaintiffs identify how this request is relevant, not  
6 disproportionate to the needs of the case, and not overbroad.

7

8 **REQUEST FOR PRODUCTION NO. 23**

9 Documents sufficient to Identify the Compensation Structure for VIP Hosts.

10 **RESPONSE:** Double Down objects to this definition as overbroad and disproportionate  
11 to the needs of the case because it incorporates games not referenced in the Amended Complaint  
12 and not at issue in this action. Double Down will produce responsive documents only with  
13 respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down  
14 objects to this request as irrelevant to any parties’ claim or defense and disproportionate to the  
15 needs of the case. The Amended Complaint contains no allegations related to “VIP Hosts.”  
16 Double Down objects that this request for production seeks information more efficiently  
17 ascertained through an interrogatory. Double Down objects to the term “VIP Hosts,” as it is  
18 misleading and mischaracterizes the job of a customer service agent. Double Down objects that  
19 this request is irrelevant, overbroad, and disproportionate to Plaintiffs’ claims. Double Down  
20 objects because its customer service agents do not operate on a commission-based system.  
21 Subject to the foregoing objection and its objections to Plaintiffs’ Definitions and Instructions,  
22 Double Down responds that, without an understanding as to how this information is relevant or  
23 proportional to the needs of the case, it will not produce documents regarding this request, to the  
24 extent any exist.

25

26 **REQUEST FOR PRODUCTION NO. 24**

27 Documents sufficient to Identify all employees that VIP Hosts directly reported to.

DOUBLE DOWN’S OBJECTIONS AND RESPONSES TO  
PLAINTIFFS’ FIRST SET OF RFPS  
(18-cv-00525-RBL) - 20

Davis Wright Tremaine LLP  
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920 Fifth Avenue, Suite 3300  
Seattle, WA 98104-1610  
206 622 3150 main 206 757 7700 fax

1       **RESPONSE:** Double Down objects to this definition as overbroad and disproportionate  
 2 to the needs of the case because it incorporates games not referenced in the Amended Complaint  
 3 and not at issue in this action. Double Down will produce responsive documents only with  
 4 respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down  
 5 objects to this request as irrelevant to any parties' claim or defense and disproportionate to the  
 6 needs of the case. The Amended Complaint contains no allegations related to "VIP Hosts."  
 7 Double Down objects that this request for production seeks information more efficiently  
 8 ascertained through an interrogatory. Double Down objects that this request is a premature and  
 9 overbroad search of ESI prior to the parties entering into an ESI agreement. Double Down  
 10 objects to the term "VIP Hosts," as it is misleading and mischaracterizes the job of a customer  
 11 service agent. Double Down objects that this request is irrelevant, overbroad, and  
 12 disproportionate to Plaintiffs' claims. Double Down objects because its customer service agents  
 13 do not operate on a commission-based system. Subject to the foregoing objection and its  
 14 objections to Plaintiffs' Definitions and Instructions, Double Down responds that, without an  
 15 understanding as to how this information is relevant or proportional to the needs of the case, it  
 16 will not produce documents regarding this request, to the extent any exist.

17

18       **REQUEST FOR PRODUCTION NO. 25**

19       Documents sufficient to Identify the average amount of money Gamblers have spent on  
 20 Chip Purchases when they reach each VIP Tier.

21       **RESPONSE:** Double Down objects to this definition as overbroad and disproportionate  
 22 to the needs of the case because it incorporates games not referenced in the Amended Complaint  
 23 and not at issue in this action. Double Down will produce responsive documents only with  
 24 respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down  
 25 objects to the term "Gamblers" and assumes it to mean players of DoubleDown Casino. Double  
 26 Down objects to this request as irrelevant to any parties' claim or defense and disproportionate to  
 27 the needs of the case. The Amended Complaint contains no allegations related to "VIP Tiers."

1 Double Down objects to this definition as overbroad and disproportionate to the needs of the  
 2 case because it incorporates games not referenced in the Amended Complaint and not at issue in  
 3 this action. Double Down further objects that this term is misleading and mischaracterizing as  
 4 Double Down's loyalty program contains levels for *all* users. Double Down objects that this  
 5 request for production seeks information more efficiently ascertained through an interrogatory.  
 6 Double Down also objects to Plaintiffs' definition of "relevant time period" as exceeding any  
 7 possible statute of limitations; and, while Double Down does not agree that Plaintiffs' claims are  
 8 subject to a four-year statute of limitations because that is the outside arguable period for which  
 9 discovery is proper, nonetheless, it will respond as to the time period four years prior to the filing  
 10 of the Complaint. Double Down objects that this request is a premature and overbroad search of  
 11 ESI prior to the parties entering into an ESI agreement. Double Down objects because it cannot  
 12 necessarily identify Plaintiffs user accounts and be certain which accounts belong to Plaintiffs, as  
 13 Plaintiffs may have multiple accounts. Subject to the foregoing objection and its objections to  
 14 Plaintiffs' Definitions and Instructions, Double Down responds that, after Plaintiffs identify all  
 15 user accounts and email addresses belonging to them, it will search for and produce non-  
 16 privileged responsive documents, to the extent any exist, sufficient to show the amount of money  
 17 Plaintiffs Benson and Simonson spent on Chip Purchases as related to the different tier levels  
 18 they were at in Double Down's loyalty program from April 9, 2014 to the present.

19

20 **REQUEST FOR PRODUCTION NO. 26**

21 All Communications sent to or from a VIP Host that contain any Addiction Phrases.

22 **RESPONSE:** Double Down objects to this definition as overbroad and disproportionate  
 23 to the needs of the case because it incorporates games not referenced in the Amended Complaint  
 24 and not at issue in this action. Double Down will produce responsive documents only with  
 25 respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down  
 26 objects to this request as irrelevant to any parties' claim or defense and disproportionate to the  
 27 needs of the case. The Amended Complaint contains no allegations related to "VIP Hosts."

1 Double Down objects to the term “VIP Hosts,” as it is misleading and mischaracterizes the job of  
 2 a customer service agent. Double Down objects that this request is irrelevant, overbroad, and  
 3 disproportionate to Plaintiffs’ claims. Double Down also objects to Plaintiffs’ definition of  
 4 “relevant time period” as exceeding any possible statute of limitations; and, while Double Down  
 5 does not agree that Plaintiffs’ claims are subject to a four-year statute of limitations because that  
 6 is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the  
 7 time period four years prior to the filing of the Complaint. Double Down objects that this request  
 8 is a premature and overbroad search of ESI prior to the parties entering into an ESI agreement.  
 9 Double Down objects to term “Addiction Phrases” as overbroad and misleading to the extent it  
 10 suggests the issue of addiction is relevant to the claims and/or that the terms it encompasses  
 11 relate to addiction. Subject to the foregoing objection, Double Down responds that, after  
 12 establishing how this request is relevant and not disproportionate to the needs of the case, it will  
 13 consider search terms related to this request as part of a search conducted pursuant to an ESI  
 14 agreement proportional to the needs of the case and limited to non-privileged responsive  
 15 documents regarding DoubleDown Casino from April 9, 2014 to the present related to Plaintiffs  
 16 Benson and Simonson, to the extent any exist.

17

18 **REQUEST FOR PRODUCTION NO. 27**

19 All Logic Related To Chip Package Offers, Including all Logic that explains when Chip  
 20 Package Offers are made and all Logic that explains the dollar value associated with Chip  
 21 Package Offers.

22 **RESPONSE:** Double Down objects to this definition as overbroad and disproportionate  
 23 to the needs of the case because it incorporates games not referenced in the Amended Complaint  
 24 and not at issue in this action. Double Down will produce responsive documents only with  
 25 respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down also  
 26 objects to Plaintiffs’ definition of “relevant time period” as exceeding any possible statute of  
 27 limitations; and, while Double Down does not agree that Plaintiffs’ claims are subject to a four-

1 year statute of limitations because that is the outside arguable period for which discovery is  
 2 proper, nonetheless, it will respond as to the time period four years prior to the filing of the  
 3 Complaint. Double Down objects to this request because the term “All Logic Related To,” as  
 4 defined and applied here, is overly broad, unduly burdensome, and disproportionate to the needs  
 5 of the case. Double Down objects that this request is a premature and overbroad search of ESI  
 6 prior to the parties entering into an ESI agreement. Subject to the foregoing objection and its  
 7 objections to Plaintiffs’ Definitions and Instructions, Double Down responds that after  
 8 establishing how this request is relevant and not disproportionate to the needs of the case, it will  
 9 consider search terms related to this request as part of a search conducted pursuant to an ESI  
 10 agreement proportional to the needs of the case and limited to non-privileged responsive  
 11 documents regarding DoubleDown Casino from April 9, 2014 to the present related to Plaintiffs  
 12 Benson and Simonson, to the extent any exist.

**REQUEST FOR PRODUCTION NO. 28**

14 All Logic Related to whether the Results of Your slot machine games depend in any way  
 15 on the Guest’s Chip Purchases, Time on Device, or any other non-random factors.

16 **RESPONSE:** Double Down objects to this definition as overbroad and disproportionate  
 17 to the needs of the case because it incorporates games not referenced in the Amended Complaint  
 18 and not at issue in this action. Double Down will produce responsive documents only with  
 19 respect to the game named in the Amended Complaint: DoubleDown Casino. Double Down also  
 20 objects to Plaintiffs’ definition of “relevant time period” as exceeding any possible statute of  
 21 limitations; and, while Double Down does not agree that Plaintiffs’ claims are subject to a four-  
 22 year statute of limitations because that is the outside arguable period for which discovery is  
 23 proper, nonetheless, it will respond as to the time period four years prior to the filing of the  
 24 Complaint. Double Down objects to this request because the term “All Logic Related To,” as  
 25 defined and applied here, is overly broad, unduly burdensome, and disproportionate to the needs  
 26 of the case. Double Down objects to the term “Guests” as Double Down does not have “guests,”  
 27 rather it has people who play its game. Double Down objects that this request is a premature and

1 overbroad search of ESI prior to the parties entering into an ESI agreement. Double Down  
 2 objects to the term “slot machine games” as undefined and not applicable to Double Down’s  
 3 products. Subject to the foregoing objections and its objections to Plaintiffs’ Definitions and  
 4 Instructions, Double Down responds that after establishing how this request is relevant and not  
 5 disproportionate to the needs of the case, it will consider search terms related to this request as  
 6 part of a search conducted pursuant to an ESI agreement proportional to the needs of the case  
 7 and limited to non-privileged responsive documents regarding DoubleDown Casino from April  
 8 9, 2014 to the present related to Plaintiffs Benson and Simonson, to the extent any exist.

9

10 **REQUEST FOR PRODUCTION NO. 29**

11 All Communications between or among You and the Washington State Gambling  
 12 Commission and Its Related Entities Relating To Social Casinos.

13 **RESPONSE:** Double Down objects to this request because the term “All  
 14 Communications. . . Related To,” as defined and applied here, is overly broad, unduly  
 15 burdensome, and disproportionate to the needs of the case. Double Down also objects to  
 16 Plaintiffs’ definition of “relevant time period” as exceeding any possible statute of limitations;  
 17 and, while Double Down does not agree that Plaintiffs’ claims are subject to a four-year statute  
 18 of limitations because that is the outside arguable period for which discovery is proper,  
 19 nonetheless, it will respond as to the time period four years prior to the filing of the Complaint.  
 20 Double Down objects that this request is a premature search of ESI prior to the parties entering  
 21 into an ESI agreement. Subject to the foregoing objection and its objections to Plaintiffs’  
 22 Definitions and Instructions, Double Down responds that it will search for and produce non-  
 23 privileged responsive documents that are not ESI, to the extent any exist. Double Down will  
 24 consider search terms related to this request as part of a search conducted pursuant to an ESI  
 25 agreement proportional to the needs of the case and limited to non-privileged responsive  
 26 documents regarding DoubleDown Casino from April 9, 2014 to the present, to the extent any  
 27 exist.

DOUBLE DOWN’S OBJECTIONS AND RESPONSES TO  
 PLAINTIFFS’ FIRST SET OF RFPS  
 (18-cv-00525-RBL) - 25

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 Seattle, WA 98104-1610  
 206 622 3150 main 206 757 7700 fax

**REQUEST FOR PRODUCTION NO. 30**

## Documents sufficient to Identify all Gifts and Trips.

3                   **RESPONSE:** Double Down objects to this request as irrelevant to any parties' claim or  
4 defense and disproportionate to the needs of the case. The Amended Complaint contains no  
5 allegations related to "Gifts" or "Trips." Double Down also objects to Plaintiffs' definition of  
6 "relevant time period" as exceeding any possible statute of limitations; and, while Double Down  
7 does not agree that Plaintiffs' claims are subject to a four-year statute of limitations because that  
8 is the outside arguable period for which discovery is proper, nonetheless, it will respond as to the  
9 time period four years prior to the filing of the Complaint. Double Down objects that this  
10 request is a premature and overbroad search of ESI prior to the parties entering into an ESI  
11 agreement. Subject to the foregoing objection and its objections to Plaintiffs' Definitions and  
12 Instructions, Double Down responds that it does not believe any such documents exist regarding  
13 Plaintiffs Benson and Simonson, and that it will consider search terms related to this request as  
14 part of a search conducted pursuant to an ESI agreement proportional to the needs of the case  
15 and limited to non-privileged responsive documents regarding DoubleDown Casino from April  
16 9, 2014 to the present related to Plaintiffs Benson and Simonson, to the extent any exist.

DATED this 6th day of July, 2020.

By: s/ Jaime Drozd Allen

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*Attorneys for Double Down Interactive, LLC*

## **CERTIFICATE OF SERVICE**

I hereby certify that on this date I emailed the foregoing document to the attorneys of record representing Plaintiffs, in accordance with the parties' agreement.

DATED this 6th day of July, 2020.

s/ Jaime Drozd Allen  
Jaime Drozd Allen, WSBA #35742